

The Final Part of the *Samubadda Vicchedani*, Relating to Debt

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[Readers are directed to Andrew Huxley's introduction to this translation also in the present issue of the SBBR].

Part 17 Chapter I

Four Types of Debtors	
<p>612 Four types of debtors are -</p> <ol style="list-style-type: none">1. Someone with many relatives.2. Someone who keeps a verbal promise with integrity.3. Someone who is capable of feeling shame.4. Someone who is not motivated by greed.	<i>Kozaunganyi</i>
<p>613 The rule prohibiting the charge of interest which exceeds the principal</p> <p>After the loan has been taken although interest exceeds the principal after many months and years, excessive interest should not be charged. Interest that is in proportion to the principal must be charged.</p>	<i>Kozaunganyi</i>

<p>614 The rule prohibiting charging interest which exceeds the principal after several years.</p> <p>When the debtor apologises that he is unable to pay back the loan five or ten years after having taken it out, interest that exceeds the principal should not be charged. Interest in proportion to the principal must be charged.</p>	<i>Kozaunganyi</i> <i>Manosara</i> <i>Atityamin</i> <i>Manusara</i> <i>shwe myin</i>
<p>615 The rule relating to loans taken out by husband or by wife</p> <p>The wife must not be asked to pay back the loan taken out by the husband without her knowledge. The husband must not be asked to pay back the loan taken out by the wife without his knowledge. Only the person who has taken out the loan must be asked to pay back the loan.</p>	<i>Manosara</i> <i>Atityamin</i> <i>Manusara</i> <i>shwe myin</i>
<p>616 The loans taken by ex-wife, new wife. Ex-husband and new husband</p> <p>The new wife is not to pay back the loan taken out by the ex-wife; the new husband is not to pay back the loan taken out by the ex-husband.</p>	<i>Kozaunganyi</i>

<p style="text-align: center;">Four Types of Loan</p> <p>Four Types of Loan are:</p> <ol style="list-style-type: none"> 1. Loan taken out by a commoner 2. Loan taken out by members of the royal family 3. Loan taken out by a wealthy person 4. Loan taken out by a merchant 	<p><i>Manusara in 5 vols.</i></p> <p><i>Dhammadavilasa</i></p> <p><i>Balabodana</i></p>
<p>617 Charging interest for these tour types of loan</p> <p>Interest to be charged for the loan taken out by a commoner is 1 bo. Interest to be charged for the loan taken out by the royal family is 2 bo. Interest to be charged for the loan taken out by a wealthy person is 4 bo. Interest to be charged for the loan taken out by a merchant is 5 bo.</p>	<p><i>Manusara in 5 vols.</i></p> <p><i>Balabodana</i></p> <p><i>Mohavicchedani</i></p>
<p>618 Differentiating interest of four types of loan</p> <p>Please note that 1 bo interest means 1 part of 100 parts; 2 parts is 2 bo, 3 parts is 3 bo; 4 parts is 4 bo; 5 parts is 5 bo. The increase in 1 bo or 2 bo means the interest rate for one month. 1 bo for 100 is calculated as 1 kyat.</p>	<p>Ditto</p>
<p>619 Six problems to do with lending</p> <p>The six problems to do with lending are:</p> <ol style="list-style-type: none"> 1. The principal and interest still remain outstanding. 2. Interest has been settled but the principal still remains outstanding. 	<p><i>Manusara in 5 vols.</i></p> <p><i>Manuwunnana</i></p>

<ol style="list-style-type: none"> 3. The principal has been paid back but interest still remains outstanding. 4. The principal and interest remain outstanding. 5. The loan that should be paid as demanded by the creditor. 6. The loan that should be doubled. 	
<p>620 Some of the principal and some of the interest remain outstanding</p> <p>A loan has been taken out. Some of the principal and some of interest have been paid back. Some of the principal and some of the interest remain outstanding. Interest should not be charged because they remain outstanding. Only the remaining principal and the remaining interest are to be paid back.</p>	<p>Ditto</p>
<p>621 Interest has been paid back but the principal remains outstanding</p> <p>A loan has been taken out. Interest has been calculated and paid back. The principal has not been paid back and it remains outstanding. Interest is to be charged at the previous rate on the outstanding principal.</p>	<p>Ditto</p>
<p>622 The principal has been paid back but interest remains outstanding</p> <p>In the case of the loan when the principal has been paid back but interest remains outstanding, interest should not be charged again because interest remains outstanding.</p>	<p>Ditto</p>

<p>Both the principal and interest remains outstanding</p> <p>Interest should not be charged on the principal and the interest. There must not be an additional increase in the whole loan that remains outstanding. Only the principal and interest on it must be paid back.</p>	<p><i>Manusara in 5 vols.</i></p> <p><i>Manuwunnana</i></p>
<p>623 The loan that should be paid as demanded by the creditor</p> <p>When the debtor and the creditor say how much interest is to be charged, interest demanded by the creditor should be charged as above.</p>	<p>Ditto</p>
<p>624 The amount of loan repayment which is to be doubled</p> <p>On taking out a loan, if the promise to repay the loan on this day or in this month has been broken, the amount of loan repayment is to be doubled. If the debtor asks for the loan before the designated day and month, interest will be void; only the principal is to be settled. If the loan is to be paid to a representative, there must not be any increase in interest. The amount of loan repayment is not to be doubled by saying that (the representative) has been assigned to do a significant or insignificant task and that the designated day and month are wrong. Only interest is to be paid.</p>	<p>Ditto</p>

<p>625 False Claims, Lies And Concealment by Debtors And Creditors</p> <p>When the debtor says that he has paid interest although he has not, his repayment is doubled if he has spoken falsely. If the debtor says that he has not received money when in fact he has, calculation on the principal and interest is to be done and overpayment is to be refunded. When a claim that 20 have been lent instead of 10 is made, a false claim has been made. So fines will be calculated on the correct amount of principal. Double the amount of the principle is a suitable sum.</p>	<p>Ditto</p>
<p>626 Giving a loan to the wife without the knowledge of her husband</p> <p>When a monk lends money to a wife without the knowledge of her husband, he is obliged to forfeit the money that has been lent. If a layman does this, he is obliged to relinquish half of the principal. Only half of the principal is to be paid back.</p>	<p><i>Manusara in 5 vols.</i> <i>Manuwunnana</i></p>
<p>The rule concerning a loan made in return for rice</p> <p>A loan is made in return for rice. Later, when neither rice nor money have been repaid, twice the amount of the principal should be paid to the debtor.</p>	<p>Ditto</p>

<p>627 When a creditor demands repayment from the debtor although there is a surety</p> <p>Although the debtor flees and goes into hiding as a creditor has demanded loan repayment although there is a surety, the surety must not be asked to pay the debt. The surety is not bound to pay the loan. The legal costs are to be paid by the surety.</p>	<p>Ditto</p>
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Chapter II

628 Twelve types of sureties for loans

These twelve types are:

1. Grandchild acts as a surety for grandparents' loan
2. Grandparents act as sureties for a grandchild's loan
3. Offspring act as sureties for parents' loan
4. Parents act as sureties for offspring's loan
5. A relation acts as a surety for the loan of his other relation
6. A master acts as a surety for a slave's loan.
7. A student acts as a surety for a teacher's loan.
8. A teacher acts as a surety for a student's loan.
9. A person who acts as surety for the loan and who jointly takes out a loan with the debtor.
10. A person who borrows some of the principal, but is surety for the whole sum.
11. A surety nominated by the debtor.
12. A surety nominated by the creditor.

Manu 3:56

629 The rule for twelve types of sureties

Out of these 12 types, the last two are always *myi-taing* ('sureties'), but the first ten are merely *taing* ('witnesses'), unless they expressly agree otherwise. In order for grandparents, parents, offspring, grandchildren, relations, teacher-and-student, master-and-slave, the surety who is part-debtor to agree to be *myitaing*, they must say so in writing, before witnesses. If the debtor dies, the surety must pay back principal and interest. If the debtor has fled to avoid payment, the surety must pay back the principal.

*Manu 3:56***630 Three types of sureties**

Three types of sureties are:

1. A pledge to deliver the debt-property.
2. A pledge to deliver the debtor in person
3. A pledge to do both

Manu 3:53

In the third case, when a surety pledges both the debt-property and the debtor's body, if he pays the debt-property, he need not produce the debtor's body.

<p>631 Nine types of persons who should not be put in fetters, though they have not paid their debts</p> <p>These nine types are:</p> <ol style="list-style-type: none"> 1. The royal family 2. Brahmins 3. Monks 4. Generals 5. Grandfathers 6. Grandmothers 7. Mothers 8. Fathers 9. Teachers <p>These nine types of persons should not be put in fetters. They should not be disrespected. They should not be subject to demands for repayment whenever they meet the creditor.</p>	<p><i>Manu 3:44</i></p>
<p>632 Which debts are personal to husband or wife, and which bind them both</p> <p>The wife must not be asked to pay back her husband's debt incurred as the result of his carnal indulgence, cockfighting, dice-playing, gambling and drinking when he has died. The husband should not be asked to pay back the wife's debt as a result of her carnal indulgence, cockfighting, dice-playing and drinking when she has died, the debt becomes void. If the debt is connected with the spouses' common interests, then the husband who has inherited his wife's assets must pay his wife's debts, and vice versa.</p>	<p><i>Manu 3:30</i> <i>Manu 3:31</i> <i>Manu 3:32</i></p>

<p>633 Lending money in return for rice.</p> <p>A loan of silver is to be repaid in rice. If the debtor has handed over neither silver nor rice, he must repay in rice at the rate of three times the agreed quantity.</p>	<p><i>Manusara in 5 vols.</i></p> <p><i>Manuwunna na</i></p>
<p>634 Four ways to analyse whether a third party has agreed to take on the debtor's liability</p> <p>Taking on the debtor's liability means: four characteristics concerning when the debtor places his liability on someone else, saying to the creditor 'this person shall pay my debt'.</p> <ol style="list-style-type: none"> 1. Did the conversation take place shortly before the debt fell due? 2. Did the third party agree to pay? 3. Did he specifically disagree? 4. Or did he remain silent? 	<p>Ditto</p>

635 The rule about these four ways of analysis ...	
The third party must settle the debt when the conversation took place shortly before the debt fell due, or he agreed to pay, or he remained silent. Only if he specifically disagrees, will he not have to settle the debt.	Ditto

<p>Three ways to express the date of maturity</p> <p>Three ways to express the date of maturity are</p> <ol style="list-style-type: none"> 1. By stating a (specific) day 2. By stating a month 3. By stating a year 	<p><i>Manusara in 5 vols.</i></p> <p><i>Manuwunnana</i></p>
<p>636 Demanding to be repaid before the maturity date</p> <p>When the creditor demands immediate repayment from the debtor before the designated day, month or year has come, the creditor will have to forfeit half of the debt. If the creditor uses physical force in his demands, he must forfeit the whole debt.</p>	<p>Ditto</p>
<p>637 The rule about a surety who acts for more than one debtor.</p> <p>When one person acts as a surety for several debtors, he will have to pay the whole sum if these debtors have fled to avoid payment; however, if only one debtor has fled, the surety will only have to settle his portion of the debt.</p>	<p>Ditto</p>

<p>638 The rule when many people act as sureties for a single debtor</p> <p>When many people act as sureties for a single debtor, and the debtor has fled to avoid payment, they must pay the principal together with the interest. If only one of the sureties can be found, he is only liable to pay the principal. If the surety cannot pay, he is liable only for his share of the whole amount. If a surety knows the whereabouts of the debtor, but does not disclose it, he is liable for the whole amount.</p>	<p>Ditto</p>
<p>639 The rule concerning the death of a debtor</p> <p>When the debtor dies after he has taken out a loan, the person acting as a surety for the debtor will have to pay only the principal. Interest is not recoverable.</p>	<p><i>Manusara in 5 vols.</i> <i>Manuwunnana</i></p>
<p>640 The rule about the debtor's liability to reimburse his surety</p> <p>A surety has to pay the interest, because the debtor has fled to avoid payment after taken out a loan and not paying it back for many months and years. When the debtor returns, he will have to reimburse his surety with twice the amount that was paid.</p>	<p>Ditto</p>

<p>641 When the creditor prefers to recover from the surety</p> <p>When the surety encourages the debtor to repay the creditor, the creditor replies that it is his own responsibility to demand repayment of the loan. If the debtor then dies, the creditor is not to ask the surety for repayment. The debt will be irrecoverable.</p>	<p>Ditto</p>
<p>642 The rule about joint liability for repayment when a loan is taken out by several persons</p> <p>When many debtors negotiate a single loan, they are jointly liable for the whole sum, even though they divided the loan into its constituent parts in the creditor's presence. The only exception is when the creditor explicitly and publicly said to each co-debtor: 'You are only liable for the amount that you personally have borrowed'. Only in this case will the creditor not recover when one of the co-debtors dies before repayment.</p>	<p>Kozaunganyi <i>Manu 3:27</i></p>
<p>643 The liability of a debtor's cohabitantes.</p> <p>Where several members of the same family live in the same house, if one of them borrows money for the benefit of the household, the others are liable to repay the debt.</p>	<p>Kozaunganyi</p>

644 **The effect of famine on borrowing rice**

A loan of rice was made when harvest were good. However, when repayment falls due, the harvests are bad, and the debtor pays back less than the agreed amount. Later, when the debtor repays the missing sum, he must show generosity. Why is it so? Because in a time of famine and starvation, the debtor was shown lenience, and allowed to extend the loan. Only when the good harvest return does the debtor settle the loan. He must repay twice the amount borrowed. Why is it so? Because when the debtor acts in bad faith, or conceals material facts, he is liable to pay double by way of forfeiture.

Manusara in 5 vols.

Manuwunnana

645 **Does remarriage make you surety for your spouse's old debts?**

When a widower and widow decide to get married and cohabit, they do not become liable for each other's existing debts. Their individual affairs should not be mixed together. Only if they become a surety, are they liable.

Manusara in 5 vols.

Manu 3:50

646 **About fluctuations between rice and silver**

When people borrow rice, promising to repay in money at harvest time, arguments occur when the harvest is exceptionally good, so that the buying-power of money increases. Once upon a time, in the kingdom of Meithila, there was excessive rain. insects devoured all the grain that was stored in granaries, and 1 *tin* of rice sold for 1 kyat of silver. People had to borrow rice, and did so on terms that they would repay 1 kyat for each *tin* of rice borrowed. After the next harvest, 1 kyat bought 10 *tin* of rice. One of the debtors offered to hand back double the amount of rice he had borrowed. The creditor insisted on being repaid in kyat, and asked for double 1 kyat, which is 2 kyat. they took their dispute to be settled by a monk. The monk explained to them the *taya leba*, which are the time, the place, the value and the state of the goods themselves. The monk who lived in the kingdom of Meithila during the time of the lord Buddha passed this verdict: 'He must repay 1 *tin* of rice. He must also repay 1 kyat of silver.'

Ditto

Chapter III

<p>647 Six ways that a debtor can cheat his creditor</p> <p>1. When a debt falls due after one, two or three years, the parties negotiate an extension at a different rate of interest, but the creditor forgets to destroy the original loan document. When the extended loan falls due, the creditor claims to owe the interest specified in the original document. If both creditor and debtor are in good faith, and the principal has been paid back, only the interest expressed in the first document is due. If the debtor was blameworthy, he must pay for his blame.</p>	<p>(a)</p> <p><i>Manu</i> 3:19</p>
<p>648 2. When the loan falls due, the debtor cannot repay, so he agrees with the creditor to extend the loan with the interest treated as principal. Once the agreement has been concluded, the debtor denounces it as illegal. The creditor cannot claim compound interest. But the debtor must pay what he actually owes to the creditor.</p>	<p>(b)</p> <p>ditto</p>

<p>3. While the loan is being negotiated, the debtor agrees to one of his family becoming the creditor's slave in the event of non-repayment. Though the slave bondage is written into the loan, it cannot be literally treated as the principal to be paid back. The equivalent of the slave's labour value each month counts towards settlement of the principal. The debt is paid off before the monthly wage payments have built up to more than the sum borrowed. The creditor's slave-bond is worthless, as long as the principal has been paid off. When the payments add up to twice the sum borrowed, the debt shall be settled.</p>	<p>(c) ditto</p>
<p>4. 'Please give me a loan. If I cannot settle it when the debt falls due, you may seize all my property.' Despite the fact that the loan document includes this term, the creditor may only seize goods worth twice the principal.</p>	<p>(d) ditto</p>
<p>5. The parties propose 'let the loan document record different commodities in different amounts from what is actually lent, so that a different rate of interest is due'. They agree and draw up the loan document accordingly. If no repayment has been made, the true interest rate is payable. But if some repayments under the written rate of interest have been paid, the written interest rate is payable.</p>	<p>(e) ditto</p>

<p>6. The debtor says: 'Make me a loan. When repayment falls due I will repay you by constructing in your name a buddha image, a pagoda, a stupa, a library of religious texts, a set of <i>kammavaca</i> text, a pavilion, a well, a pond, or a monastery.' If the debtor does not do as promised, he must pay twice the amount of the principal. And he must be punished by the king for cheating in matters of merit and rebirth.</p>	<p>(f) ditto</p>
<p>649 Six ways that a creditor can cheat a debtor</p> <p>1. When the debt fell due and could not be repaid, the debtor negotiated an extension of the loan with the creditor. They treated interest as capital, by substituting members of the debtor's family for the debtor when the silver was publicly weighed out. The debtor's son and daughter who cohabit with him need only repay the principal. The creditor forfeits his interest because of cheating. He must also be punished by the king.</p>	<p>(a) ditto</p>
<p>2. The debtor takes a loan, pledging his property, and cannot repay it. He wants to borrow enough from a third party to pay off the interest and principal on the loan. The creditor recommends a third party with whom to refinance. Later it emerges that the creditor provided the third party with enough capital to refinance the loan. If this is proved, only the principal need be repaid. The creditor forfeits his interest, because he concealed material facts. The king should harshly punish the wealthy party.</p>	<p>(b) ditto</p>

<p>3. When the loan falls due, a creditor says to the debtor: 'pay me back by refinancing with a third party. When the new loan falls due, I will refinance it.' The debtor borrows money from the third party and pays off his creditor. When the second loan falls due, the creditor refuses to refinance it. Such a creditor is guilty of cheating. The king should punish him.</p>	<p>(c) ditto</p>
<p>4. When the interest payment fell due, and the debtor could not pay, the creditor agreed to accept commodities equal in value to the interest owed. The loan was originally for silver: they pretended that silver was rice. Then rice became a kind of copper, then it became sesame seeds, cotton, cloth, garments. This went on for 10 years. The wealthy party disputed with the debtor as to how much principal and interest was due. Let the debtor only pay back the principal and the interest. The intermediate stages do not count. What was agreed at the very beginning determines how the debt shall be settled at the very end. If some commodities, like rice, sesame seeds, cotton and kinds of copper have been handed over as interest at any stage, so that in total four times the sum borrowed was repaid, the overpayment may be recovered. The king should punish the wealthy party.</p>	<p>(d) ditto</p>

<p>5. When buffaloes, cows, horses and elephants are hired out on credit, this counts as a loan of the hiring-fee. A debtor could not pay his hire-fees in silver. He offered in full settlement to return the animal with its new offspring. When the original agreement was for silver, can he settle it in livestock? One side argues that only money is acceptable, since that was originally stipulated. The other side correctly states that if no money has been handed over, the debt may be settled two animals for one. But if the animal borrowed has become thin, or broken a bone, or lost its sight, the debtor must repay the wealthy party in silver at the given rate. He cannot put in issue its not being thin, its bones not being broken, it not losing its sight. He shall be paid the difference between the original and the present value of the animal. If it dies, two animals, or the value for which two animals may be sold, must be handed back to settle the debt. The payment of such interest accords with verbal agreements. If the animal dies within ten days of being hired, the wealthy party shall be sent as evidence the flesh, the hide, the head and the tail. When this is one, the debtor owes nothing. Why is it so? The material evidence has settled the loan. If the wealthy party is not sent this evidence, twice the value of the animal that died must be paid back to him.</p>	<p>(e) ditto</p>
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<p>6. A person enters a trading partnership, saying 'I lend the capital, you go on the trading voyage, and we will divide the profits on the basis that you borrowed the capital from me for months or years.' Such a creditor is dishonest. When the debtor returns from his voyage after many months and years, they should share profits and loss. The creditor has tricked his business partner with words. The wealthy party must not account as for a loan, when they should be sharing profit and loss. The creditor must pay twice the capital he originally supplied.</p>	<p>(f) ditto</p>
<p>650 Seven occasions on which one should not seek repayment</p> <ol style="list-style-type: none"> 1. At the peaceful new year water festival 2. During the coronation 3. During the nat festival 4. Mahar painnhwe festival 5. When the foundations of the new capital of the king's golden kingdom are being laid 6. When the debtor is listening to a sermon. 7. When the debtor is giving offerings to the nat of his house as he is grievously ill. <p>If repayment of a loan is demanded on any of the first five occasions, the debt will be null and void. If repayment is demanded while the</p>	<p><i>Manu</i> 3:69 Ditto</p>

<p>debtor is listening to a sermon, 100 royal lashes must be inflicted on the creditor. If the debtor is assaulted, 1,000 lashes must be inflicted on the creditor. If the creditor dare not undergo the king's punishment, it may be commuted to a 10 kyat fine for asking for a repayment and a 30 kyat fine for assaulting the debtor. A creditor who demanded repayment while the debtor was ill and making offerings to the nat, he will be fined 10 kyat for the demand and 30 kyat for assaulting the debtor. The debt remains valid, and the debtor must settle both principal and interest.</p>	
<p>651 Where the parties to a loan are relatives who share a common great-grandfather</p> <p>Relatives must not charge interest on loan given to other relatives who have the same grandfather. The debtor need only repay the principal. If there has been bad faith, only one tenth of the interest need be repaid. Punish the creditor with cane lashes. Expel him from the circle of relatives. Make him clean elephants' dung and horses' manure as an untouchable at the bottom of the social ladder. The debtor who makes a false accusation should receive the same punishment.</p>	<i>Manu 3:11</i>
<p>652 The rule about a high status creditor</p> <p>Where the creditor is laden with wealth and prosperity, and a poor debtor cannot make repayment, let the creditor assist the debtor by extending the loan. The debtor must, in return, honestly try to get sufficient money to pay the creditor back.</p>	<i>Kozaunganyi</i>

Chapter IV

<p>653 The rule about a high status debtor</p> <p>Although it appears that the debtor is richer than the creditor, the debtor must repay the principal and interest. This is no reason for the due to be postponed.</p>	<p>Kozaunganyi</p>
<p>654 The rule called 're-using the scales'</p> <p>When a debt falls due, even though many years have passed, the interest cannot exceed the principal. Except where a debtor who cannot pay back the loan publicly agrees to 're-use the scales' (treat outstanding interest as principal). If he does, he may be charged 50% more interest. The meaning of 're-using the scales' is 'taking a new loan with which to pay off interest.'</p>	<p><i>Manu 3:12</i></p>
<p>655 The rule where interest is treated as principal though the scales have not been re-used</p> <p>Instead of re-using the scales, the debtor agrees to extend the loan at compound interest. In this case, no additional interest must be charged. Repayment must be made according to the loan document.</p>	<p><i>Manu 3:13</i></p>

<p>656 Borrowing rice, barley, corn, peas, sesame seeds and cotton</p> <p>The loan of rice, barley, corn, peas, sesame seeds and cotton must be paid back with interest in the year of maturity. If two years have passed, four times the value of the loan must be paid back by quadrupling the original amount of produces (borrowed).</p>	<p><i>Dhammavilasa</i> <i>Manu 3:13</i></p>
<p>657 The rule that equates the sale of animate or inanimate goods to be paid at a fixed future date with a loan</p> <p>Animate or inanimate goods have been sold on credit, the price to be paid at a fixed future time and place. When the creditor comes with the sale document to receive payment, the debtor fails to pay. If just a little over twelve months have passed, let him pay only what is due. If many months after the end of the twelve-month period have passed, no matter how long it is behind schedule, only interest equal to the principal is due. When the debt is settled within twelve months, let interest be calculated pro rata the length of the loan. The same rule applies to the case when the failure to deliver the goods occurs before the creditor and debtor arrives at a chosen place. The repayment must be made in the same manner. He may not plead that sale is different from debt, and does not attract interest payments.</p>	<p><i>Manu 3:18</i></p>

<p>658 The rule concerning repayment by wives living under separate households for the loan taken by their husband</p> <p>When a man has wives living in different villages, or in different houses in the same village, one wife and family are not liable for the loan taken by her husband while he is living with another wife. The wife and children where the husband is residing are liable to repay.</p>	<p><i>Manu 3:48</i></p>
<p>659 The rule concerning loan repayment by widows and widowers</p> <p>A widow or a widower takes out a loan, and then gets remarried. The creditor may not ask the debtor's spouse for repayment, after they are divorced. The creditor must only demand the debt from the spouse that took out the loan.</p>	<p><i>Manu 3:69</i></p>
<p>660 The rule forbidding demanding repayment from lesser wives and lesser husbands for the debt of previous spouses</p> <p>There are people who have lesser wives or lesser husbands. The wife with whom a man lives after (his first marriage) will not have to repay the loan taken while living with the first wife. The debt is to be settled by the children of the first wife. Similarly, the debt from the time of the first husband must not be settled by the husband of later marriage. The children of the first husband must settle this debt. However, if the first wife and the first husband have no child, the wife and</p>	<p><i>Manu 3:71</i></p>

<p>husband of later marriages must settle the debt as they are entitled to inherit the assets of these previous spouses. Considering this, if there is nothing to inherit from the previous marriages, they will have to settle one fourth of the debt. However, if there is a guarantor for the full debt, the original loan has to be repaid.</p>	
<p>661 The rule concerning the public bankruptcy ritual</p> <p>A person has a lot of debts, and no relatives, no friends and no patrons. Such a man can appeal to the king. In accordance with the <i>four sangaha rules</i>, the king will loan him capital. After three years, the debtor, due to his lack of luck, intelligence and diligence, fails and cannot pay back the loan. The debtor is sent for in front of monks and brahmins. He is made to wear white clothes. Creditors have been asked to assemble. (Then the king says) “although I, the king, have given assistance, there is no progress. I will show him clemency. I ask the creditors to show him mercy.” Then <i>suttas</i> are recited. Then conch shell horns and drums are played. And the debtor is allowed to be free. This ritual is known as <i>myi-ta-lin-hle</i>. Even if the debtor were, as the result of his merits from previous lives, to become rich again, the creditor may not demand repayment of the loan. The creditor should not accept the loan repayment although the debtor repays his debt as he has now money. This rule of bankruptcy must not be exercised by others except the king.</p>	<p><i>Manu 3:74</i></p>

662 The rule by which a debtor's assets are sold and the proceeds divided between his creditors

A person has a lot of debts. Several creditors seize his belongings, animate and inanimate. Then, they approach the rulers of town and villages and sell his belongings to the wealthy. Then the creditors divide the money received from the sale of the objects they seized. This is called *myi-baung-chwe*. Later, when the debtor becomes rich because of merits from his previous existences, no repayment of the loan repayment may be demanded. But if, with a view to his future rebirth, the debtor chooses to pay back his creditors, they may accept the money.

Manu 3:75